

Republic of the Philippines
LEYTE STATE UNIVERSITY
Visca, Baybay, Leyte

CONTRACT OF SERVICES
(Renewal)

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between:

The **Leyte State University**, an institution of higher learning established under Presidential Decree No. 470 as amended by Presidential Decree 700 with principal office at **Baybay, Leyte**, duly represented by the University President, **Dr. Paciencia P. Milan**, hereinafter referred to as the "**FIRST PARTY**:"

-and-

MR. EDIESER A. NORIEL, of legal age, Filipino, married, and a resident address of LSU, Visca, Baybay, Leyte, hereafter referred to as the "**SECOND PARTY**"

WITNESSETH:

WHEREAS, the FIRST PARTY is engaged not only in instruction but also in research and extension;

WHEREAS, the FIRST PARTY is a grantee of research funds from other government agencies such as PCARRD, NSDB, MA and other private institutions;

WHEREAS, the FIRST PARTY is in need of personnel who possess the necessary technical know-how in the field of agricultural research to conduct researches or assist the researchers in the conduct of research activities;

WHEREAS, the SECOND PARTY possess the required technical know-how in agricultural research and willing to participate in any research and development activities:

NOW, THEREFORE, premises considered, the parties hereto have hereunto agreed on the following terms and conditions to wit;

That the FIRST PARTY hires the services of the SECOND PARTY as Science Research Assistant in PhilRootcrops effective January 1-June 30, 2004 unless sooner terminated:

That the SECOND PARTY has the following duties and responsibilities:

- a) To assist in the collection of yambean, arrowroot and other root crops;
- b) To help in the establishment of germplasm of yambean, arrowroot and other root crops;
- c) To help in the maintenance, evaluation, characterization of the genebank;
- d) To help in making reports of the project; and
- e) To do other duties assigned to him by his supervisor.

That in consideration of the services of the SECOND PARTY, the FIRST PARTY binds itself to pay the former a total amount of SIXTY-ONE THOUSAND NINE HUNDRED EIGHT PESOS (P 61,908.00) only representing salary including PERA and ACA, payable at least twice monthly at LSU, Visca, Baybay, Leyte upon presentation of the certificate of service rendered duly attested by the representative of the FIRST PARTY;

That the SECOND PARTY authorizes the FIRST PARTY to deduct from the former's monthly salary the amount corresponding to personnel contributions for GSIS, RLIP, Medicare, ECIP and PAG-IBIG premiums;

That the FIRST PARTY grants the SECOND PARTY the necessary expenses for travel made officially in connection with the project and duly approved by the FIRST PARTY or his duly authorized representative upon presentation of pertinent supporting papers and subject to usual accounting and auditing rules and regulations;

That the SECOND PARTY shall be entitled to leave benefits as provided for by Joint CSC and DBM Circular No. 99-7 dated December 29, 1999. However, since monetization of leave credits and payment of terminal benefits of contractual employees are chargeable only to the lump sum appropriation of the agency, the SECOND PARTY should enjoy all leave credits within the year it is earned.

That the SECOND PARTY hereby undertake to treat all research results derived from the research conducted or those information divulged by the researcher of which he has access to by reason of his duties and responsibilities as **highly confidential** albeit the possible presence of other available sources relative thereto;

That the SECOND PARTY will not claim as his own project-derived intellectual property as a result of the task assigned to him though he/she shall be duly acknowledged for the success of the same;

That the SECOND PARTY hereby undertakes to refuse employment, which involves or may involve the disclosure or use of the confidence, reposed on him by the researcher;

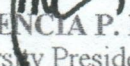
That the SECOND PARTY agrees to the reservation of a right of the FIRST PARTY to terminate the services of the former in the event that the performance of the SECOND PARTY is prejudicial to the smooth and efficient operation of the FIRST PARTY in achieving the purpose, for the lack of funds, or for other just cause;

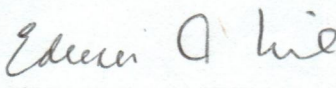
That in case either party desires to terminate this contract before its expiration date, written notice shall be served to the other party at least thirty (30) days before effectivity of the termination.

IN WITNESS WHEREOF, we hereunto set our hands on this 30th day of December, 2003 in Visca, Baybay, Leyte.

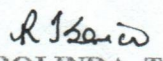
LEYTE STATE UNIVERSITY
Visca, Baybay, Leyte

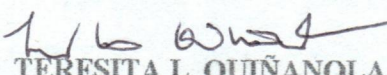
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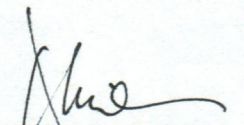

PACIENCIA P. MILAN
University President
(First Party)


EDIESER A. NORIEL
(Second Party)

Signed in the presence of:


ROLINDA T. SANICO
Project Leader


TERESITA L. QUIÑANOLA
HRMO IV


ALGERICO M. MARISCAL
OIC, PhilRootcrops


JOSE L. BACUSMO
Vice President for Res. & Extension

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF LEYTE) S.S.
MUNICIPALITY OF BAYBAY)

On this 30th day of December, 2003 personally appeared before me DR. PACIENCIA P. MILAN representing the Leyte State University, Baybay, Leyte with Residence Certificate No. 10363405 issued on Jan 3, 2003 at Baybay, Leyte and MR. EDIESER A. NORIEL with Residence Certificate No. 10363162 issued on Jan. 3, 2003 at Baybay, Leyte known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed.

This instrument consisting of three (3) pages including this page where the acknowledgement has been written, signed on the left hand margin of each and every page hereto by the parties and their witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I hereunto set my hand the day, year and place above written.

DOC. NO. 741
PAGE NO. 77
BOOK NO. XI
SERIES OF 2003

Gloriosa M. Layunda
GLORIOSA M. LAYUNDA GUINOCOR
NOTARY PUBLIC
UNTIL DECEMBER 31, 2004
PTR No. 7764022 Z BAYBAY, LEYTE 1-02-03
RP No. 562080 TACLOBAN CITY 1-6-03

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Book No. _____
Series No. _____